

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

Charles David Geary	<u>Debtor</u>	CHAPTER 13
Nationstar Mortgage LLC	<u>Movant</u>	NO. 15-02996 MDF
vs.		
Charles David Geary	<u>Debtor</u>	
Charles J. DeHart, III Esq.	<u>Trustee</u>	11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by Movant on Debtor's residence is \$2,231.96, which breaks down as follows;

Post-Petition Payments: March 2016 through June 2016 at \$351.49
Fees & Costs Relating to Motion: \$826.00
Total Post-Petition Arrears \$2,231.96

2. Debtor shall cure said arrearages in the following manner;
 - a). Debtpo shall tender a payment of \$2,231.96 within seven (7) days of this Stipulation;

Nationstar Mortgage LLC
PO Box 619094
Dallas, TX 75261

2. b). Maintenance of current monthly mortgage payments to Movant thereafter, beginning with the July 1, 2016 payment.

3. Should debtor provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor

should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the court and the court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: July 1, 2016

/s/ Joshua I. Goldman, Esquire

Joshua I. Goldman, Esquire
Attorney for Movant

Date: 7/18/16

Charles E. Petrie

Charles E. Petrie Esq.
Attorney for Debtor

Date: 7/25/16

for

Charles J. DeHart, III Esq.
Charles J. DeHart, III Esq.
Chapter 13 Trustee